

RFP 43-11

City of Concord, New Hampshire

Purchasing Division

WATER TANK REHABILITATION

Prepared for and in coordination with the

**GENERAL SERVICES DEPARTMENT
WATER SUPPLY DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: JUNE 30, 2011 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664

FAX: (603) 230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm to rehabilitate a 2.1 MG prestressed concrete water storage tank located on the access road off Portsmouth Street. The City of Concord reserves the right to extend the rehabilitation of up to four (4) additional tanks, in successive fiscal years pending the availability of funding authorization, to the successful contractor.

Preview and detailed specifications are provided later in the Request for Proposals (RFP).

Proposals must be received no later than **2:00 PM on June 30, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

“RFP 43-11

Water Tank Rehabilitation”

Requests for Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 43-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/purchasing.

Each proposal shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank or proposal bond for and subject to the conditions provided in this RFP. The amount of such proposal deposit shall be 10 percent (10%) of the total proposal and made payable to the City of Concord, New Hampshire.

The successful proposer will be required to furnish a performance bond and separate payment and maintenance bonds in the amount of one hundred percent (100%) of the contract price.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been

completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: There will be no retainage for this project.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of three hundred fifty dollars (\$350.00) per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due, or to become due the Contractor, or shall be paid by the Contractor's surety.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

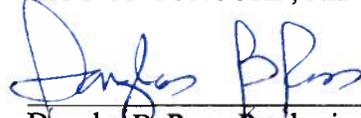
Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com

McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NH



Douglas B. Ross, Purchasing Manager

Date: 6/2/11

PROPOSAL DUE DATE/TIME: JUNE 30, 2011 NOT LATER THAN 2:00 PM

REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS
WATER TANK REHABILITATION

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a qualified company (hereafter referred to as the Firm) to rehabilitate a 2.1 MG prestressed concrete water storage tank located on the access road off Portsmouth Street. The Firm must be lawfully engaged in the practice of this service in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format outlined herein is required. It is the intent of the CITY to select one company to provide the required rehabilitation services.

Trade secrets or proprietary information submitted by a proposer, offeror, or FIRM in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act, however, the bidder, offeror, or FIRM must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected, and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the proposer, offeror, or FIRM.

Emphasis in selecting a firm shall be placed on the firm's experience with providing the services requested herein or similar to those which the CITY anticipates needing.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and two (2) identical copies** to Mr. Douglas B. Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

The City must receive proposals no later than **2:00 PM on June 30, 2011** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

“RFP 43-11, Water Tank Rehabilitation”

3. GUIDELINES FOR PROSPECTIVE FIRMS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible firms. In order to qualify as responsive and responsible, a prospective firm must meet the following standards as they relate to this request:

- a) Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b) Have the necessary experience, organization, technical and professional qualifications, skills, and facilities;
- c) Be able to comply with the proposed or required time of completion or performance schedule;
- d) Have a demonstrated satisfactory record of performance; and
- e) Adhere to the specifications and City of Concord contract agreement provisions of this proposal and provide all documentation required of this proposal.

4. PROPOSAL EVALUATION:

Proposals will be reviewed upon receipt. An evaluation committee will be formed comprised of City staff to evaluate the proposals. Specific evaluation criteria are provided in this document. In the evaluation of the proposals, the CITY, at its discretion, may obtain technical support from outside sources. The offerors will agree to fully cooperate with the personnel of any such organization. It is anticipated that a contract will be signed with a rehabilitation company as soon as possible after the proposal due date/time.

5. PROGRAM BACKGROUND: INTRODUCTION.

A. General Information

The City of Concord, NH is accepting proposals for the rehabilitation of a 2.1 MG prestressed concrete water storage tank. The tank, located on the access road off Portsmouth Street, is approximately 141 feet in diameter by 18 feet deep. The exterior wall is differentially backfilled with approximately 4 feet in the front and 6 feet in the rear.

The intent of the proposal is to furnish all labor, equipment, materials, and incidentals to water blast the tank exterior and apply a new exterior decorative coating system.

There is no expressed or implied obligation for the City of Concord, NH to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

During the review process, the City of Concord, NH reserves the right, where it may serve the City of Concord's best interest, to request additional information or clarifications from those that submit proposals, or allow corrections of errors or omissions.

The City of Concord, NH reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal

submitted and confirmed in the contract between the City of Concord and the vendor selected.

If items in the Specifications and Requirements have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.

B. Proposal Content

At a minimum, the proposal shall include agreement and acknowledgement of the requirements in the form of a point-by-point response to each of the specifications listed in this RFP, as well as a description of the equipment and services being supplied, along with supporting documentation. A completion date for total scope of work, listed as number of calendar days from receipt of order, shall be provided with response. A complete equipment list with itemized pricing shall be included. Additional documentation is required to be included with proposal, as noted in the attached checklist.

C. Guarantees & Warranties

A complete description of any warranties or guarantees provided by the manufacturer or Proposer shall be submitted with the proposal.

D. Supplementary Information

If the Proposer wishes to include supplementary information not specifically called for in this RFP, this information shall be included in an appendix to their proposal. The purpose of any such material shall be clearly explained.

E. Bonds

The successful proposer will be required to furnish Payment, Performance, and Maintenance Bonds from a surety licensed to do business in the State of New Hampshire in the amount of one hundred (100%) percent of the value of the contract. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. The Maintenance Bond is required at the completion of the project and shall be in effect for a period of one year after final acceptance of the project.

F. Insurance Requirements

The successful Contractor shall furnish an insurance certificate to the City in accordance with attached Insurance Requirements for all Contractors. This insurance

coverage is to remain in effect during the term of the contract, and no work will be authorized prior to receipt and approval of the insurance by the City of Concord, NH.

G. Liquidated Damages

Liquidated Damages of \$ 350 per calendar day for failure to complete project on time will be assessed in accordance with City and State regulations.

6. WATER STORAGE TANK REHABILITATION

A. General:

The Scope of the work encompassed by this specification includes the furnishing of all labor, equipment, material and incidentals necessary to water blast the tank exterior and apply a new exterior decorative coating system.

This is a "turnkey" project. The Contractor shall provide all work, labor, insurance, materials, appliances, tools, equipment, facilities, transportation and services necessary for or incidental to performing all of the operations encompassed by the work of this Specification, complete, as specified herein.

Inadvertent omission of any necessary items of work, material, or equipment shall not negate the Contractor's responsibility to provide those items at no additional cost to the City.

B. Surface Preparation:

Remedial work must be performed to the tank wall and dome to provide a sound surface for the application of a water resistant coating. This work includes the removal of any efflorescence and minor patching.

C. Quality Assurance:

All tank work shall be performed by a company specializing in the rehabilitation of concrete water storage tanks and with proven capability of meeting all the requirements of these specifications. The contractor shall be a specialist tank contractor experienced in the rehabilitation of AWWA D-110 Type III tanks, having rehabilitated, in their own name, at least 10 tanks in the last 10 years of equal size or greater, which have been in successful service for a minimum of five (5) years, and shall have restored at least five (5) tanks with deteriorated concrete / shotcrete walls and or domes within the last five (5) years at least three (3) of which required the re-tensioning of and/or replacement of damaged prestress wire. No company is considered qualified unless it can meet the qualifications listed above.

All tank work shall be performed by a company that utilizes an applicator experienced in the application of the specified high-performance exterior coating system for a minimum

of 2-years on projects of similar size and complexity. Provide a list of completed projects including project name and location, name of engineer, name of coating manufacturer, and approximate quantity of coating applied. A supervisor that has successfully completed manufacturer's contractor training must be on the job site during all phases of the work.

D. Clean-Up:

The premises shall be kept clean and orderly at all times during the work. Upon completion of construction, the contractor shall remove or otherwise dispose of all rubbish and other materials caused by the construction operation. The Contractor shall leave the premises in as good a condition as it was found.

E. Codes, Standards and Specifications:

All work is to be accomplished in accordance with the coating manufacturer's requirements and all relevant OSHA, AWWA and State standards. All proposals must include adequate detail of the bidder's intended methodology, procedures and processes.

7. SCOPE OF WORK

A. Item 1: Exterior Cleaning and Coating

Provide all labor, equipment, materials and incidentals required to clean by high-pressure water blast the exterior surface of the exposed tank wall and dome including a rinse down using a minimum five percent chlorine solution to kill all mold and mildew. Perform any incidental remedial work required to the tank wall and dome including the removal of efflorescence and minor patching to provide a sound surface for the application of a water resistant coating. Apply two coats of Tammscoat, as manufactured by the Euclid Chemical Company, to the tank wall and dome.

B. Item 2: Concrete Patching

Provide all labor, equipment, materials and incidentals required to remove any loose or unbonded concrete on the tank dome, dome ring, or wall surfaces, prepare the surface, clean and prime any exposed rebar, patch with a high performance patching material.

C. Item 3: Polyurethane Grout Injection

Provide all labor, equipment, materials and incidentals required to install polyurethane grout by injection into concrete cracks and joints exhibiting any form of leakage (efflorescence, dampness, weeping or flowing) to cut off leakage and seal cracks as specified.

D. Item 4: Prestress Wire Inspection Windows

Provide all labor, equipment, materials and incidentals required to cut test windows in the exterior covercoat to examine exposed prestress wires, verify wire stress with an acceptable calibrated electronic stressometer, and replace as required in accordance with acceptable construction methods.

E. Item 5: (Optional) Remove and Replace Hatch

Provide all labor, equipment and incidentals required to remove the existing roof hatch. Furnish and install a new USF Fabrication Series SRR aluminum roof hatch.

8. SUBMITTALS AND DOCUMENTATION

A. Proposals: Each proposer shall submit, in one (1) original and two (2) identical copies:

1. A complete firm cost quotation (see Proposal Sheet) for all proposed work for the proposed repairs to the storage tank. The price quotation shall include all materials, labor and transportation costs and a project cost breakdown on an item-by-item basis rather than a lump sum cost.
2. A detailed description of the work to be performed, including:
 - a. Detailed warranty information to include:
 - (1) Length of warranty;
 - (2) What coverage the warranty provides;
 - (3) When the warranty commences; and
 - (4) Recommendations for on-going maintenance or services that will ensure/enhance warranty life.
 - b. The methodology to be used in each phase of the project. This should also include all products, safety, quality control, project completion testing and project documentation procedures to be used.
 - c. Experience and Qualification of Staff. Furnish information of similar work performed within the past five years (including contact information). Indicate the firm's experience with other projects of the the same approximate size and type. Identify and indicate the experience of the staff, in the application of the specified high-performance coating, who will be dedicated to this project
 - d. Project Schedule. Identify the number of calendar days required to mobilize after receipt of order and the number of calendar days required to complete the project once mobilization is complete. Indicate the firms experience in meeting timelines of similar size projects and provide current contact information from three (3) previous entities that can attest to timeliness.
 - e. Tank Rehabilitation Proposal Questionnaire

3. Required City Forms:
 - a. Specifications Exception Form
 - b. Alternate Form W-9
 - c. City of Concord Indemnification Agreement
 - d. 10% Bid Bond Security

9. EVALUATION

A. Evaluation Procedures:

Proposal Evaluation Criteria

Proposals will be evaluated by an evaluation committee consisting of City of Concord staff. The evaluation committee will be contacting references, provided by proposers, as well as utilizing the City of Concord's own experience with proposers in determining quality of service and applicable experience.

1. **Submission of all Required Documents: 5 points, maximum**
2. **Complete Price: 20 points, maximum**
3. **Warranty: 25 points, maximum**
4. **Proposal Methodology: 15 points, maximum**
5. **Experience and Qualification of Staff: 20 points, maximum**
 - a. Firm's experience: 10 points maximum
 - b. Dedicated staff experience: 10 points maximum
6. **Project Schedule: 15 points, maximum**
 - a. Number of calendar days required to mobilize and complete the project. 10 points maximum
 - b. Experience in meeting timelines and corroborating references. 5 points maximum

Total 100 points

TANK REHABILITATION PROPOSAL QUESTIONNAIRE

Legal Name of the Company:

Address of office which would be providing service:

Number of Years in Business:

Type of Organization: Individual: _____ Partnership: _____ Corporation: _____

Number of Employees: _____ Annual Sales Volume: _____

10. SPECIAL CONSIDERATION:

The City of Concord reserves the right that, if this proposal and the subsequent tank refurbishment meet the requirements of the City and the Proposer is mutually agreeable, this work can be extended to additional tanks in successive fiscal years pending the availability of funding authorization. The City of Concord owns and maintains four additional tanks. Funding for future tank refurbishments is programmed in the City of Concord's Capital Improvement Plan but not presently authorized. A negotiated price will be established upon inspection of each additional tank.

11. SITE INSPECTION:

A proposer may schedule a site inspection by calling Philip H. Bilodeau, P.E., General Services Department, Deputy Director, Monday – Friday between the hours of 8:00 am and 4:30 pm at 603-230-3903.

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of

a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which

affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount:	\$\$\$\$\$\$\$\$
Plus/minus Change Orders:	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount:	\$\$\$\$\$\$\$\$
Work Completed to Date:	\$\$\$\$\$\$\$\$
Less Previous Invoices:	\$\$\$\$\$\$\$\$
Less Retainage (if any):	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice:	<u>\$\$\$\$\$\$\$\$</u>
Balance Remaining on Contract:	\$\$\$\$\$\$\$\$

ALL INVOICES AND PACKING LISTS MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: There shall be no retainage for this project.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later. **The City will consider prompt pay discounts.**

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of three hundred fifty dollars (\$350.00) per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount

of such liquidated damages said damages shall be deducted from any other monies due, or to become due the Contractor, or shall be paid by the Contractor's surety.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

The following is a list of items, which must be submitted, in **one (1) original and two (2) identical copies** as proposal documents, by each firm:

1. Detailed Description of the Work to be Performed (see Instructions to Proposers, Paragraph 8.A.2. a-e, Page 10.
2. Proposal Sheet
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. 10% Bid Bond Security

The successful firm must submit, prior to contract signing:

1. **His/her firm's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage;**
2. **Payment bond equal to 100% of the contract price;**
3. **Performance bond equal to 100% of the contract price; and**
4. **Maintenance bond equal to 100% of the contract price.**

OPTIONAL. ITEM 5: REMOVE AND REPLACE HATCH.

_____ DOLLARS \$ _____
(WRITTEN) (FIGURES)

TOTAL ITEMS 1-5:

_____ DOLLARS \$ _____
(WRITTEN) (FIGURES)

NUMBER OF CALENDAR DAYS NECESSARY TO MOBILIZE AND BE ON-SITE TO PERFORM WATER TANK REHABILITATION SERVICES AFTER RECEIPT OF ORDER (ARO): _____

NUMBER OF CALENDAR DAYS NECESSARY TO PERFORM THE WATER TANK REHABILITATION SERVICES AFTER FULLY MOBILIZED: _____

OTHER ITEMS:

1. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE FIRM SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PROMPT PAY DISCOUNT

TERMS: _____

THE CITY'S STANDARD PAYMENT TERMS ARE NET 30 DAYS AFTER DELIVERY AND ACCEPTANCE.

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
311 North State Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: June 30, 2011 Not Later Than 2:00 PM

**CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials with which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Bids on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Iternate Form
W-9
(rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company -- Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number --	Employer Identification number --
---------------------------	-----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

CITY OF CONCORD, NEW HAMPSHIRE

RFP 43-11, WATER TANK REHABILITATION SERVICES

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful firm agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by the firm in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP 43-11, WATER TANK REHABILITATION SERVICES
Insurance Requirements for All Firms

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability
 - Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
|---|----|

(X) The City of Concord must be named as Additional Insured

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 43-11

PROJECT: Water Tank Rehabilitation

CITY CONTRACT NO.: RFP 43-11

CONTRACT FOR: Water Tank Rehabilitation

You are notified that your Proposal received on _____, 2011 for the above Contract has been considered and accepted for you to provide water tank rehabilitation services for the CITY'S 2.1 MG prestressed concrete water storage tank located on the access road off Portsmouth Street. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP 43-11 and all addenda) and the FIRM'S proposal opened on June 30, 2011.

The CITY shall pay to the FIRM, the following firm, fixed fee: _____

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____.

By this date, you must deliver to the CITY:

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate(s), naming the CITY as an additional insured, meeting the minimum required types and levels of coverage;
3. A payment bond in the amount of 100% of the contract price;
4. A performance bond in the amount of 100% of the contract price; and
5. A maintenance bond in the amount of 100% of the contract price.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, your bid bond security and issue a Notice to Proceed and a purchase order. **To ensure prompt payment the correct purchase order number must be referenced on all packing slips and invoices.**

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and _____, doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company), hereinafter called the “**FIRM**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **FIRM** will commence and provide the water tank rehabilitation services for the **CITY’S** 2.1 MG prestressed, concrete water storage tank located on the access road off Portsmouth Street. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals, RFP 43-11 and all addenda and the **FIRM’S** proposal response opened on June 30, 2011.
2. The **FIRM** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the water tank rehabilitation services detailed by RFP 43-11 and all addenda.
3. The **FIRM** will commence the work required by the **CONTRACT DOCUMENTS** within _____ calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be no later than _____.
4. The **FIRM** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed firm, fixed fee for services provided with the cost proposal submitted by the **FIRM**. The contract fee shall be:

_____ Dollars (\$ _____)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) REQUEST FOR PROPOSALS RFP 43-11
- (B) RFP 43-11 PROPOSAL RESPONSE DATED _____
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 5. BID BOND
 6. PAYMENT BOND

- 7. PERFORMANCE BOND
- 8. MAINTENANCE BOND
- (F) LETTER OF AWARD DATED _____
- (D) NOTICE OF AWARD DATED _____
- (E) AGREEMENT
- (F) NOTICE TO PROCEED
- (G) PURCHASE ORDER
- (H) ADDENDA NO. _____ DATED _____

The contract between the **CITY** and the **FIRM** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **FIRM'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **FIRM** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **FIRM'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

- 6. The **CITY** will pay the **FIRM** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manage

(SEAL)

ATTEST:

Name _____

Title _____

FIRM:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 43-11

PROJECT: Water Tank Rehabilitation

CITY CONTRACT NO.: RFP 43-11

CONTRACT FOR: Water Tank Rehabilitation

(Name of Firm)

You are notified that the Contract Time under the above contract will commence to run within _____ calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than _____.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and
2. Payment, Performance and Maintenance Bonds each in the amount of 100% of the contract price.
- 3.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

City of Concord, New Hampshire



Finance Department
Purchasing Division
COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET
Concord, NH 03301

(603)230-3664 **FAX(603)230-3656**

www.concordnh.gov/Purchasing

Reference: RFP 43-11

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 43-11), for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.).
- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc.). _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____



Company Name and Address: _____

Phone: _____ () _____

(Signature)

(Typed/Printed Name & Title)

PROPOSAL EVALUATION FORM-ATTACHMENT A

FIRM: _____ DATE: _____

PROJECT: WATER TANK REHABILITATION

DEPARTMENT/DIVISION: GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

RATING CATEGORY	MAXIMUM POINTS	SCORE	
<u>Proposal:</u>			
Meets Stated Requirements-All Required Documents Submitted	5		
Total Cost-Complete Price	20		
<u>Firm and Project Team:</u>			
Warranty	25		
Proposal Methodology	15		
Experience and Qualification of Staff	20		
Project Schedule	15		
		Total:	